

PART 1

CONTRACTING OFFICER (CO) DRMS 52.201-9R01 (DEC 1995)

Only the contracting officer (or designated administrative contracting officer) can issue directions or instructions to the contractor with respect to the performance of the contract or interpret the contract on behalf of the Government. Duly appointed Contracting Officer Representatives may be delegated specific technical or administrative functions. Commercial surveillance firms or other Government representatives do not have this authority.

PART 4

LIST OF ATTACHMENTS AND OTHER DOCUMENTS DRMS 52.204-9R01 (DEC 1995)

(a) This solicitation package consists of the following documents:

1. DD Form 1707, Information to Offerors (2 pages)
2. Standard Form (SF) 33, Solicitation, Offer and Award
3. Section B through Section M

(b) The following attachments are included in this solicitation:

**NOTICE REGARDING SOLICITATION AND CONTRACT DRMS
52.204-9R02 (DEC 1995)**

(a) Upon award, Sections K through M will not be physically included in the resultant contract, in accordance with FAR 14.201(c) or FAR 15.406(b).

(b) An automated document system has been used to write this solicitation/contract. Each clause and provision in the system has been assigned a number. Not all clauses and provisions in the system have been used in this solicitation/contract. Therefore, the numbering may not be consecutive.

PART 9

PREAWARD SURVEY DRMS 52.209-9R01 (DEC 1995)

(a) After solicitation opening/closing and prior to award, the Government may conduct a preaward survey of one or more Offerors who may become eligible for award after final evaluation. This preaward survey will be conducted at the Contractor's facility(ies) or other location(s) as are deemed necessary by the Government. The preaward survey is one of the factors used by the Government to determine the Contractor's ability to satisfactorily perform the work set forth in this solicitation.

(b) The preaward survey may include, but will not be limited to the following:

- | | |
|--------------------------------|------------------------|
| 1. Technical capability | 9. Safety |
| 2. Production ability | 10. Security clearance |
| 3. Facilities and Equipment | 11. Labor Resources |
| 4. Financial capability | 12. Performance Record |
| 5. Purchasing & Subcontracting | 13. Ability to meet |
| 6. Accounting system | Performance Schedules |
| 7. Quality Assurance | 14. Emergency Response |
| 8. All responsibility criteria | Capabilities |

(c) Offerors are advised that accomplishment of a preaward survey or furnishing documents to the Government is part of the evaluation process and is not to be construed as an indication that an offeror will receive award of a contract.

PART 11

CONTAINERS DRMS 52.211-9R01 (OCT 1996)

The type and size containers that will be used to turn materials in to the Defense Reutilization and Marketing Office (DRMO) will vary and may not be known prior to actual turn in. Although the expected type of container is generally specified in the inventory; the actual furnished container utilized may include any potential commercial packaging, including but not limited to: one-half pint cans; cardboard cases; bottles/cans; 1 quart bottles/cans; 1 gallon cans; 5 gallon cans; 30 gallon and 55 gallon drums; 85 gallon overpack drums; and bulk tanks. Containers are not guaranteed to be full. Payment is based on the actual total weight of the Government furnished containers and contents. When items are contained in tanks larger than 119-gallon capacity, the contents only, are to be disposed of under the bulk CLIN. Individual bulk tanks, over 119-gallon capacity will be disposed of as a separate CLIN.

ANTICIPATED REGULATORY CHANGES DRMS 52-211-9R02 (DEC 1995)

As noted in Section C, performance under any contract resulting from this solicitation must be in compliance with all local, state, and Federal environmental laws and regulations. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto for which public notice has been given that may reasonably be anticipated to be effective during the life of the contract.

RESTORATION OF CONTRACTOR PREMISES DRMS 52.211-9R03 (DEC 1995)

The Government has no obligation to the contractor with regards to restoration or rehabilitation of the Contractor's premises.

**LIABILITY - PRECIOUS METALS RECOVERY CONTRACTS DRMS 52.211-9R04
(DEC 1995)**

The Government cautions that the items, material or ingredients shipped for processing may be corrosive, reactive, and ignitable; or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the contractor, any person or public property or for the personal injuries, illnesses, disabilities or death to the contractor, his employees, any other persons subject to the contractor's control or any other person including members of the general public, arising from or incident to the purchase, use, processing, disposition or any subsequent operation performed upon, exposure to, or contact with any component, part, constituent or ingredient of this item, substance, or material, whether intentional or accidental. The contractor agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incidental to any claim, suit, demand, judgment, action, debt, liability costs, and attorney's fees or any other request for money or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of these items, material or substances, whether intentional or accidental.

**PROCESSING OF GOVERNMENT FURNISHED MATERIAL DRMS 52.211-9R05
(JUNE 1996)**

(a) The contractor shall complete the processing of all Government furnished material in accordance with Section C. The total time for processing the task order is in accordance with Section _____. Transportation for the task order shall be in accordance with Section _____. The quantity of material stated in Section B is estimated only. The Government reserves the right to vary the weights listed on any task order issued plus or minus twenty-five (25) percent. The contractor will be paid on the net weight processed. Twenty-four (24) hour processing is allowed.

**PERIOD OF PERFORMANCE - HAZARDOUS WASTE DISPOSAL
DRMS 52.211-9R06 (JUNE 1996)**

The contractor shall begin contract performance upon issuance of each task order. All work under this contract, including submission of all required reports and documentation, shall be completed and submitted to the Contracting Officer within the following time frames:

(a) Two hundred seventy (270) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration.

(b) Three hundred sixty (360) calendar days after issuance of each written task order for hazardous items with a final disposal method of destructive incineration.

REMOVAL OF HAZARDOUS WASTE DRMS 52.211-9R07 (JUNE 1996)

All items shall be removed from the Government facilities within thirty (30) calendar days after issuance of each written task order.

DISPOSAL OF HAZARDOUS WASTE DRMS 52.211-9R08 (DEC 1997)

Disposal of all items identified in this contract shall be completed within one hundred eighty (180) days, regardless of disposal method.

TERM OF THE CONTRACT 52.211-9R09 (JUN 1996)

Task/delivery orders may be written for a period of _____ months from the date of award or _____, which ever is later.

**REMOVAL FROM GOVERNMENT FACILITIES - HAZARDOUS WASTE DRMS
52.211-9R10 (JUN 1996)**

(a) The Government desires that all items be removed from the Government facilities within _____ calendar days after issuance of each written task order.

(b) The contractor's proposed removal time is: _____

(c) If the contractors proposed removal time exceeds the Government's desired timeframe specified in paragraph (a) above, the contractor shall submit a detailed rationale for his proposed removal time with the contractor's technical proposal. The removal timeframes shall be as specified in paragraph (a) above unless:

- (1) The contractor proposes a longer timeframe; and
- (2) As a result of negotiations, the Government revises in writing its required removal timeframe.

**ASSAY EXCHANGE, SETTLEMENT, AND DEPOSIT DRMS 52.211-9R11
(DEC 1995)**

The contractor shall be prepared to exchange assays with the Government within thirty (30) calendar days of sampling. The Government will issue a settlement letter within thirty (30) calendar days following assay exchange(s). Batches subject to umpire procedures will be partially settled using the lower of the two assay averages (Government or contractor). Any adjustments resulting from the umpire assay will be made on a subsequent settlement letter. The contractor is required to deposit the refined precious metals by the date of deposit due established by the Government stated on the settlement letter.

SAMPLE PROCESSING DRMS 52.211-9R12 (DEC 1995)

Delivery requirements for sample processing are described in section C._____. Work shall be completed within thirty (30) calendar days of receipt of the sample material.

INDEMNIFICATION DRMS 52.211-9R13 (MAR 1998)

Upon receipt/removal of items from the various Government installations the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person, including members of the general public, caused in whole or in part by (a) the Contractor's breach of any term or provision of this contract; or (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of RCRA, CERCLA or any similar state enforcement programs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

SUBMISSION OF DOCUMENTATION - PRECIOUS METALS RECOVERY CONTRACTS DRMS 52.211-9R15 (DEC 1995)

(a) The contractor shall submit the following documentation to the contracting officer prior to submission of the DD Form 250 for payment.

(b) The following documentation must be submitted in the format and time frames prescribed elsewhere in this contract:

- (1) Shipment Reports (Refer to:_____)
- (2) DD Form 1348-1 (Refer to:_____)
- (3) SF 364, Report of Discrepancy (Refer to:_____)
- (4) Production Reports (Refer to:_____)

**REPORTING REQUIREMENTS - HAZARDOUS WASTE DISPOSAL CONTRACTS DRMS
52.211-9R16 (NOV 1996)**

(a) If the contractor uses a TSDF, which requires the generator(s) of hazardous waste to register with an out-of-state hazardous waste management facility prior to utilizing the facility, then the contractor must adhere to the requirements of Section C.10, and this clause.

(b) The contractor shall prepare and provide a Summary Manifest Report, including the completed manifest documents, to the generator through the COR for filing with the state regulator offices. This Summary Manifest Report will be provided in sufficient time to allow the generators to file the reports within the time frames allotted by each state. The required time frame will be established and documented when the Notification of Regulated Waste Activities form is submitted to the generator through the COR (see paragraph C.10). The content of this Summary Manifest Report will be in accordance with the regulations of the state requiring the report.

INCIDENTAL FEES DRMS 52.211-9R17 (DEC 1995)

Any incidental state or local environmental fee, tax, or penalty assessed against DOD or DRMS as a hazardous waste generator that arises from a contractor's decision to transport or dispose of hazardous waste in a location that imposes such fee, tax, or penalty will be paid by the contractor. This includes but is not limited to:

(a) Any fee, tax, or penalty levied as a result of a contractor's decision to transport and/or dispose of waste in a state(s) where such fees, taxes, or penalties are assessed.

(b) Any fee, tax, or penalties levied for exceeding the amount of waste authorized for import from out-of-state generators.

(c) Any fee, tax, or penalty levied as a result of a contractor's failure to prepare and provide a Manifest Summary Report, including the completed manifest documents, to the DOD hazardous waste generator(s) for filing with a state environmental regulator's office.

PROCESSING PLAN DRMS 52.211-9R18 (DEC 1995)

(a) The awardee will be required to submit a processing plan to the Contracting Officer within ten (10) days after award. The processing plan shall be provided at no cost to the Government. The processing plan must include a time schedule describing when and how each production step will be performed, and hours of operation. The processing plan must include the disposal method for any residuals on this contract that are to be treated as hazardous waste (See _____). The processing plan shall also include a list of equipment to be used in processing and the contractor's property accountability plan for GFP/GFM. The processing plan shall not be written to deviate from Government specifications. The plan should be detailed enough to permit adequate monitoring of the contract, and may (but need not) include information considered proprietary in nature. The Government will review the plan and any necessary revision will be discussed at the post award orientation conference.

(b) Processing may not begin until the Government has approved the plan. Government approval does not constitute a certification or guarantee of the success of any process. Should processing steps fail to produce a final product meeting contract specifications, the contractor shall obtain Government approval to modify the process and reprocess at no additional cost to the Government. The contractor must submit any processing plan change to the ACO and the CO and receive approval before implementing that change (including deviations from the hours of operation).

(c) The processing plan is for information only, and does not constitute an evaluation factor.

**PROCESSING PLAN SUBMITTED WITH PROPOSAL DRMS 52.211-9R19
(DEC 1995)**

(a) The offeror is required to submit with his proposal a written processing plan outlining the processing methods and sampling procedures in accordance with Section _____. The processing plan must include plans for the treatment/disposal of any residual materials generated from processing in accordance with Section _____. The processing plan shall not be written to deviate from the Government specifications. The procedures should be in sufficient detail to demonstrate the offeror's ability to meet the timeframes in the contract, permit adequate monitoring of the contract, demonstrate the offeror's understanding of the scope of the work effort required and the degree of difficulty involved, and may (but need not) include information considered proprietary in nature.

(b) The processing plan shall also include, at a minimum:

- (1) Step by step procedures the contractor will follow in performance of the contract and processing of GFP/GFM.
- (2) Time schedule describing how and when each processing step will be performed.
- (3) Hours of operation
- (4) List of equipment to be used in processing
- (5) Contractor's property accountability plan for GFP/GFM

(c) The Government will review the plan and any necessary revision will be discussed during negotiations. Government approval does not constitute a certification or guarantee of the success of any of the processes. Should processing steps fail to produce a final product meeting contract specifications, the contractor shall obtain Government approval to modify the process and reprocess at no cost to the Government.

(d) After award, the contractor must submit any processing plan changes to include any hours of deviation to the CO, with a copy to the ACO, for review and approval before the contractor can implement any changes.

PROCESSING PLAN SUBMITTED WITH BID DRMS 52.211-9R20 (DEC 1995)

(a) The bidder is required to submit a written processing plan with the bid. The plan must include plans from treatment/disposal of residual material released to the contractor in accordance with Section _____ of this solicitation, the processing plan must also include a time schedule describing when and how each production step will be performed and the hours of operation.

(b) The processing plan shall include a list of equipment to be used in processing, and the contractor's property accountability plan for GFP/GFM. The processing plan shall not be written to deviate from Government specifications. The plan should be detailed enough to permit adequate monitoring of the contract, and may (but need not) include information considered proprietary in nature.

(c) The Government will review the plan and any necessary revision will be discussed at the post award orientation conference. Processing may not begin until the Government has approved the plan. Government approval does not constitute a certification or guarantee of the success of any of the processes. Should processing steps fail to produce a final product meeting contract specifications, the contractor shall obtain Government approval to modify the process and reprocess at no additional cost to the Government.

(d) The contractor must submit any processing plan change to the ACO and CO and receive written approval before implementing the change (including deviations from hours of operation).

FEDERALLY OBSERVED HOLIDAYS DRMS 52.211-9R21 (DEC 1995)

The following legal holidays are observed by this agency:

New Years Day	January 01*
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 04*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

*If this date falls on a Saturday, the preceding Friday is the holiday; if it falls on a Sunday, the following Monday is a holiday.

TIME OF DELIVERY DRMS 52.211-9R22 (MAY 1996)

(a) The time of delivery for deliverables under this contract shall be as set forth below and in Section C.____, Statement of Work.

PART 15

OFFERS FROM PARTNERSHIPS OR JOINT VENTURES DRMS (DEC 1995)

52.215-9R01

If the offeror is a partnership or a joint venture, so state, and enter the name and address of each partner and/or the name and address of each joint venture. If any member of a joint venture is a partnership, include the name and address of each partner. Continue on plain bond paper if necessary.

_____Partnership

_____Joint Ventures

HAND CARRIED AND COMMERCIALY DELIVERED OFFERS DRMS 52.215-9R02 (DEC 1997)

(a) It is the offeror's (bidder's) responsibility to ensure that his offer is placed in the bid depository at the location stated below prior to the time set for receipt of offers (bids). Offerors are cautioned that hand-carried offers (bids) that are left at the Federal Center loading dock or elsewhere and arrive late at the bid depository may be rejected.

(b) Offers/bids delivered by commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such offers/bids should be addressed and delivered to:

Contracting Officer (telephone number)
DRMS-UP, Room 2C-1-1
Federal Center
74 North Washington Avenue
Battle Creek MI 49017-3092

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement that the offer/bid be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt. If your delivery agent uses a delivery container that encloses and obscures the contents, you must ensure this information is prominently displayed on the outside of the delivery container.

TELEGRAPHIC OFFERS DRMS 52.215-9R03 (DEC 1995)

Telegraphic bids/offers are not acceptable.

PREPROPOSAL CONFERENCE DRMS 52.215-9R04 (DEC 1995)

(a) A preproposal conference will be conducted on the following date, at the stated location:

TIME _____ DATE _____

POINT OF CONTACT: _____

(b) The purpose of this conference will be to discuss this solicitation, and the nature of the requirements.

(c) Please submit any questions, in writing, to the contracting officer at the address listed on the DD Form 1707.

(d) Please mark the outside of the envelope "PREPROPOSAL CONFERENCE", and mail or facsimile to this office no later than _____.

(e) All terms and conditions contained in the solicitation remain unchanged unless an amendment is issued.

**PROPOSAL SUBMISSION (FORMAT AND CONTENT) (HAZARDOUS
WASTE DISPOSAL SOLICITATIONS) DRMS 52.215-9R05 (NOV 1996)**

(a) The following describes the information that must be furnished as part of the offeror's proposal and the format required. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

(b) **FORMAT:** Proposals shall be submitted in distinctly severable parts, consisting of the following volumes:

(1) **VOLUME I:** Proposal Certifications and Price Schedule, original and two copies. Automated duplication of the solicitation price schedule contained in Section B of this solicitation is neither necessary or desired.

(2) **VOLUME II:** Past Performance Proposal, two copies. Submission of a Past Performance Proposal is mandatory. The Government will use the data submitted in the Past Performance Proposal, as well as data available from other sources to evaluate past performance.

(3) **VOLUME III:** Socioeconomic Plan and Mentoring Business Agreement (MBA) Plan

(c) **MINIMUM CONTENT:**

(1) **VOLUME I,** Proposal Certification and Price Schedule must contain:

(i) Section A, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror.

(ii) Section B of the solicitation, completed with a schedule of prices for each item.

(iii) Section G of the solicitation

(iv) Section K of the solicitation, completed by an authorized representative on behalf of the offeror.

(2) **VOLUME II,** Past Performance proposal shall contain the information required to satisfy the provision entitled, PAST PERFORMANCE PROPOSAL, DRMS 52.215-9R06

(3) **VOLUME III,** Socioeconomic Plan and MBA Implementation Plan shall contain the information contained in the provision DLAD 52.215-9002, SOCIOECONOMIC PROPOSAL, and DRMS 52.219-9R01, MBA IMPLEMENTATION PLAN, respectively.

PAST PERFORMANCE PROPOSAL DRMS 52.215-9R06 (DEC 1995)

(a) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial contracts for the same or similar service within the last two years. The information provided should reflect the offeror's record of performance with regard to conforming to specifications, adherence to contract schedules, reputation, reasonable and cooperative behavior, commitment to customer satisfaction, and a business-like concern for the interests of the customer. Identify any performance deficiencies identified, and the corrective action taken.

(b) Offerors shall submit the required past performance information in the format provided at Attachment _____. If Offerors choose to submit their own form, all the information required by Attachment _____ shall be submitted, in the same format. A valid telephone number and current point of contact is required for each reference provided.

(c) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper attached to the Past Performance Proposal form. This solicitation number shall be identified on each page. Narrative statements should be short, concise and direct.

(d) Experience:

(1) The offeror shall submit qualifications of either the firm or of key employees of the firm. Experience of the firm must include the following information: name, address, telephone number, and point of contact for each contract for which the same or similar services were rendered, including the dates of service, the dollar value of the contract or purchase order and the quantity and type of services rendered.

(2) If the offeror elects to submit the qualifications of key employees within the firm, the following information must be submitted for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions, major subject studied, and dates of attendance;

(iii) Indicate which key employee(s) possesses a degree directly related to the services required by this solicitation, and which key employee(s) possesses direct, hands-on experience in the field of service required by this solicitation.

ALTERNATE PROPOSALS DRMS 52.215-9R08 (DEC 1995)

(a) The Government will consider, to the extent that time constraints allow, proposals, which are based on changes in the terms and/or conditions of this solicitation.

(b) An alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the proposal.

SUBMISSION OF ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS AND OF BEST AND FINAL OFFERS (BAFOS) BY FACSIMILE DRMS 52.215-9R09 (DEC 1995)

(a) Offers may acknowledge the receipt of solicitation amendments by facsimile. Acknowledgment of solicitation amendments must contain the required signatures.

(b) Offeror may submit BAFOs by facsimile. BAFOs must arrive at the place and time specified in the solicitation, and must contain the required signatures.

(c) Offerors are required to promptly submit the original of any signed document.

(d) The Government will not be responsible for any failure attributable to the transmission of facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-UP facsimile receiving data is as follows:

(1) Datafax number: _____

(2) Equipment Make and Model: _____

(e) Submission of an initial proposal by facsimile is not acceptable.

AWARD TO SINGLE OFFEROR DRMS 52.215-9R12 (DEC 1995)

Award will be made to the single, responsible offeror who has submitted the lowest total price and a technically acceptable proposal in accordance with the terms and conditions of this solicitation.

EVALUATION FACTORS FOR AWARD OR MULTIPLE AWARDS DRMS 52.215-9R14 (APR 1997)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price, Socioeconomic Proposal, Mentoring Business Agreement (MBA) participation, and any other factors listed.

(b) Offerors may submit a proposal for, and award will be made for:

- (1) The entire schedule (CLINS _____ through _____); or
- (2) The entire schedule less CLINS _____; or
- (3) CLINS _____ inclusive.

Awards will be based on whatever is most advantageous to the Government. (Also see evaluation criteria listed in M.1).

(c) Evaluation factors are listed in descending order of importance:

- (1) Past Performance (Most important).
- (2) Price (Less important than past performance, but still a significant factor).
- (3) Socioeconomic Plan (significantly less important than past performance or price).
- (4) DLA Mentoring Business Agreement (somewhat less important than the Socioeconomic Plan). If past performance and price are determined to be comparable among Offerors, the socioeconomic plan and DLA MBA will take on added importance in determining which offer represents the best value to the Government.

(d) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposals; small disadvantaged, small woman owned subcontracting plans; and mentoring business agreements that were incorporated into contracts from previous solicitations. Past performance references of a similar nature to this solicitation are significantly more important than past performance on socioeconomic proposals, subcontracting plans, or mentoring business agreements. Past performance on socioeconomic plans, or mentoring business agreements will take on more significance when Offerors' past performance on references that are of a similar nature to this solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of service timeframes, complexities of services provided, and actual performance under Subcontracting Proposals or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all-relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of complexities of the services provided, and the offeror's performance on Subcontracting Plans, Socioeconomic Proposals, and Mentoring Business Agreements that have been incorporated into contracts, as well as disposal of hazardous waste.

(e) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(f) Evaluations of Socioeconomic Proposals and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all Offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women owned small businesses will also be comparatively evaluated with the proposals of other Offerors. Offeror's proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB), and Women-owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor, large or small firms, to participate in the DLA procurement process. The responses from Offerors on the MBA program will be evaluated on a comparative basis among all Offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB, and WOB firms will receive the highest rating for this evaluation factor. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror-receiving award of this solicitation will have their socioeconomic proposal and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on, based on paragraphs above.

**EVALUATION FACTORS FOR AWARD - HAZARDOUS WASTE SOLICITATIONS DRMS
52.215-9R15 (APR 1997)**

(a) The government will make award to a single, responsible offeror whose offer conforms to the solicitations and demonstrates the best value to the Government in terms of past performance, price, socioeconomic proposal, and Mentoring Business Agreement (MBA) participation.

(b) Evaluation factors are listed in descending order of importance:

(1) Past Performance (Most important).

(2) Price (Less important than past performance, but still a significant factor).

(3) Socioeconomic Plan (significantly less important than past performance or price).

(4) DLA Mentoring Business Agreement (somewhat less important than the Socioeconomic Plan).

If past performance and price are determined to be comparable among Offerors, the socioeconomic plan and DLA MBA will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposal utilization; small disadvantaged, small woman owned subcontracting plans; and mentoring business agreements that were incorporated into contracts from previous solicitations.

Past performance references of a similar nature to this solicitation are significantly more important than past performance on socioeconomic proposals, subcontracting plans, or mentoring business agreements. Past performance on socioeconomic plans, or mentoring business agreements will take on more significance when Offerors' past performance on references that are of a similar nature to this solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, complexities of services provided, and actual performance under Subcontracting Plans, Socioeconomic proposal utilization or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all-relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, complexities of the services provided and the offeror's performance on Socioeconomic Proposal and MBAs that have been incorporated into contracts.

(d) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluations of Socioeconomic Proposals and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all Offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women owned small businesses will also be comparatively evaluated with the proposals of other Offerors. Offeror's proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB), and Women-owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor, large or small firms, to participate in the DLA procurement process. The responses from Offerors on the MBA program will be evaluated on a comparative basis among all Offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB, and WOB firms will receive the highest rating for this evaluation factor. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror-receiving award of this solicitation will have their socioeconomic proposal and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on, based on paragraphs above.

EVALUATION FACTORS FOR AWARD (SMALL BUSINESS SET ASIDES) - HAZARDOUS WASTE SOLICITATIONS DRMS 52.215-9R16 (APR 1997)

(a) The government will make award to a single, responsible offeror whose offer conforms to the solicitations and demonstrates the best value to the Government in terms of past performance, price, and Mentoring Business Agreement (MBA) participation.

(b) Evaluation factors are listed in descending order of importance:

(1) Past Performance (Most important).

(2) Price (Less important than past performance, but still a significant factor).

(3) DLA Mentoring Business Agreement (significantly less important than price or past performance).

If past performance and price are determined to be comparable among Offerors, the DLA MBA will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposal utilization and mentoring business agreements that were incorporated into contracts from previous solicitations.

Past performance references of a similar nature to this solicitation are significantly more important than past performance on socioeconomic proposals, subcontracting plans, or mentoring business agreements. Past performance on socioeconomic plans, or mentoring business agreements will take on more significance when Offerors' past performance on references that are of a similar nature to this solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, complexities of services provided, and actual performance under Socioeconomic Proposals or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all-relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided and the offeror's performance on Socioeconomic Proposal and

Mentoring Business Agreements that have been incorporated into contracts.

(d) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of MBA Proposals:

(1) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB), and Women-owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor, large or small firms, to participate in the DLA procurement process. The responses from Offerors on the MBA program will be evaluated on a comparative basis among all Offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB, and WOB firms will receive the highest rating for this evaluation factor. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The offeror-receiving award of this solicitation will have their mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on, based on paragraphs above.

EVALUATION FACTORS FOR AWARD OR MULTIPLE AWARDS - HAZARDOUS WASTE DISPOSAL SOLICITATIONS DRMS 52.215-9R17 (APR 1997)

(a) The Government will make award to the responsible offeror whose offer conforms to the solicitation and demonstrates the best value to the Government in terms of past performance, price, socioeconomic proposal, and mentoring business agreement (MBA) participation.

(b) Offerors may submit a proposal for, and award may be made for:

- (1) The entire schedule (CLINS _____ - _____) or
- (2) The entire schedule less CLINS _____; or
- (3) CLINS _____ only.

Awards will be based on whatever is most advantageous to the Government (Also see criteria in Provision M.1).

(c) Evaluation factors are listed in descending order of importance:

- (1) Past Performance (Most important).
- (2) Price (Less important than past performance, but still a significant factor).
- (3) Socioeconomic Plan (significant less important than past performance or price).
- (4) DLA Mentoring Business Agreement (somewhat less important than the socioeconomic plan).

If past performance and price are determined to be comparable among Offerors, the socioeconomic plan and the DLA MBA will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

- (1) Past performance is broken into two categories:
 - (i) Past performance on references that are of a similar nature to the subject solicitation.
 - (ii) Past performance on offeror's socioeconomic proposals; small, small disadvantaged, small woman owned subcontracting plans; and mentoring business agreements that were incorporated into contracts from previous solicitations.

Past performance references of a similar nature to this solicitation are significantly more important than past performance on socioeconomic proposals, subcontracting plans, or mentoring business agreements. Past performance on socioeconomic plans, or mentoring business agreements will take on more significance when Offerors'

past performance on references that are of a similar nature to this solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, complexities of services provided, and actual performance under subcontracting plans, Socioeconomic Proposals or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all-relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided

and the offeror's performance on subcontracting plans, Socioeconomic Proposal and Mentoring Business Agreements that have been incorporated into contracts.

(d) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of Socioeconomic and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all Offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be comparatively evaluated with the proposals of other Offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB), and Women-owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor, large or small firms, to participate in the DLA procurement process. The responses from Offerors on the MBA program will be evaluated on a comparative basis among all Offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB, and WOB firms will receive the highest rating for this evaluation factor. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror(s)-receiving award of this solicitation will have their socioeconomic plan and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on, based on paragraphs above.

**EVALUATION FACTORS FOR AWARD - GEOGRAPHIC AREAS - HAZARDOUS WASTE
DISPOSAL SOLICITATIONS DRMS 52.215-9R18 (APR 1997)**

(a) The Government will make award to the responsible offeror(s) whose offer is conforms to the solicitation and demonstrates the best value to the Government in terms of past performance, price, Socioeconomic Proposal and Mentoring Business Agreement (MBA) participation. This award may be for the entire schedule or for geographic areas; whichever is most advantageous to the Government. No award will be made for less than all items in a geographic area as shown in Section B. See the criteria in the provision entitled EVALUATION OF OFFERS FOR MULTIPLE AWARDS FAR 52.215-34.

(b) The evaluation factors are listed below in order of importance:

(1) Past Performance (most important).

(2) Price (Less important than past performance, but still a significant factor).

(3) Socioeconomic Plan (significantly less important than past performance or price).

(4) DLA MBA (somewhat less important than socioeconomic plan).

If past performance and price are determined to be comparable among Offerors, the socioeconomic plan and the DLA MBA will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposals; small, small disadvantaged, small woman owned subcontracting plans; and mentoring business agreements that were incorporated into contracts from previous solicitations.

Past performance references of a similar nature to this solicitation are significantly more important than past performance on socioeconomic proposals, subcontracting plans, or mentoring business agreements. Past performance on socioeconomic plans, or mentoring business agreements will take on more significance when Offerors' past performance on references that are of a similar nature to this solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, complexities of services provided, and actual performance under subcontracting plans, Socioeconomic Proposals or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all-relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the

offeror's response, or lack thereof, will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided and the offeror's performance on subcontracting plans, Socioeconomic Proposal and Mentoring Business Agreements that have been incorporated into contracts.

(d) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of Socioeconomic and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all Offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be comparatively evaluated with the proposals of other Offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB), and Women-owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor, large or small firms, to participate in the DLA procurement process. The responses from Offerors on the MBA program will be evaluated on a comparative basis among all Offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB, and WOB firms will receive the highest rating for this evaluation factor. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror(s)-receiving award of this solicitation will have their socioeconomic plan and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on, based on paragraphs above.

NON-DRMS PAST PERFORMANCE PROPOSAL DRMS 52.215-9R24 (APR 1997)

(a) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services and performance under Socioeconomic proposals, subcontracting plans, or mentoring business agreements (MBAs) that were incorporated into contracts within the last two years. The information provided should reflect the offeror's record of performance in the areas of conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data on DRMS Form 1989, Non-DRMS Hazardous Waste Material Management Past Performance History Submittal, provided at Attachment _____. For each reference provided, a valid name and telephone number is required.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to the completed DRMS Form 1989. Narrative statements should be short, direct, and concise.

(3) Information regarding socioeconomic proposals, subcontracting plans, and MBAs should include a copy of the plan or agreement, actual results achieved, time period that the results represent, and a point of contact and telephone number of the Government representative that monitored these plans.

(b) Experience:

(1) Offerors shall submit qualifications of either the firm or key employees of the firm. Experience of the firm must include the following information - name, address, telephone number, and point of contact for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity of waste disposed and corresponding chemical name/EPA code/hazard class.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment, title and positions held, and a clear, concise description of duties related to hazardous waste management.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied, and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a natural science or engineering degree. Indicate which key employee(s) possesses direct, hands-on hazardous waste field experience.

PART 16

CONTRACT QUANTITY LIMITATIONS DRMS 52.216-9R01 (JUL 1996)

(a) For each contract period (base, first option, second option, etc.), the Government is not obligated to purchase, nor is the contractor obligated to furnish services under this contract for any CLIN for which the Government has ordered 200% or more of the estimated quantity of the CLIN and the difference between the estimated dollar amount of the CLIN and the dollar amount actually ordered exceeds \$100,000.00.

(b) Notwithstanding paragraph (a) above, the contractor shall honor any task order exceeding the limitations in paragraph (a) unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the contractor's intent not to perform the item (or items) called for and the reasons. Upon receipt of this notice, the Government may acquire the service from another source.

(c) If this contract is not terminated, in full or in part, and if the Government fails to order at least 25% of the total estimated price of the entire contract during the ordering period of the contract; it is agreed that the contractor may submit a request for equitable adjustment. It is agreed that it is the contractor's responsibility to establish that the Government's failure to order at least 25% of the total estimated price of the entire contract caused them to incur additional costs that were not recoverable on the services that were actually ordered by the Government.

LIMITATIONS OF REQUIREMENTS DRMS 52.216-9R02 (JUL 1996)

The services procured by this contract are the disposal service requirements of the Defense Reutilization and Marketing Service (DRMS) in the geographic area cited for the contract line items listed in the schedule. Although one or more non-DRMS facility(ies) may be listed as pick up points under this contract, those facilities are not "Government activity or activities specified in the schedule" in subparagraph (c) of the requirements clause, FAR 52.216-21. Further, the contractor should note that material may be sold or reutilized in the normal reutilization, transfer, donation, and sales cycle within the DRMS prior to becoming part of the DRMS' disposal requirements and falling within the coverage of this contract.

PART 17

OPTION TO EXTEND THE CONTRACT PERIOD DRMS 52.217-9R01 1995)

(DEC

In accordance with the clause entitled, OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9, the Government may unilaterally extend the contract period for a period of twelve (12) months within the limits and at the rates stated in the schedule. The Contracting Officer may exercise this option by written notice to the contractor at least fourteen (14) days before the end of the contract period. If the Government exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ months.

EXTENSION OF SERVICES DRMS 52.217-9R02 (DEC 1995)

(a) In accordance with the clause entitled OPTION TO EXTEND SERVICES, FAR 52.217-8, the Government may unilaterally extend the contract period with the same terms and conditions as the basic contract for a period not to exceed six (6) months.

(b) The foregoing extension(s) may be exercised by the Government when circumstances beyond the control of the Contracting Office cause delays in award of a follow-on contract, and continued performance is required under the existing contract until the follow-on contract is awarded.

(c) The Government may extend the contract period under this clause and the clause entitled OPTION TO EXTEND SERVICES, FAR 52.217-8, at the end of the base period, or at the end of the _____ option period.

(d) The Government must notify the contractor of extensions authorized under this clause and the clause entitled OPTION TO EXTEND SERVICES, FAR 52.217-8, by written notice at least seven (7) calendar days prior to the end of the base contract period, any option period, or any previous one-month extension.

OPTION TO EXTEND THE CONTRACT TERM DRMS 52.217-9R03 (DEC 1995)

(a) In accordance with the clause entitled OPTION TO EXTEND SERVICES FAR 52.217-8, the Government may unilaterally extend the contract period for a period of _____ months within the limits and at the rates stated in the schedule. The Contracting Officer may exercise this option by written notice to the contractor at least thirty (30) days before the end of the contract period. If the Government exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ months.

EXTENSION OF SERVICES WITHOUT INCREASED PRICING DRMS 52.217-9R04 (AUG 1996)

If the clause entitled Extension of Services, DRMS 52.217-9R02 is included in this solicitation, _____
(contractor: insert your firm's name) agrees that exercise of this extension by modification will be at the same prices listed in the bid schedule in effect as of the date of issuance of the modification

PART 19

MBA IMPLEMENTATION PLAN DRMS 52.219-9R01 (JUL 1996)

In accordance with DLAD 52.219-9002, the contractor may submit an implementation plan for participation in the DLA Mentoring Business Agreement (MBA) Program. This program was developed to provide maximum opportunity to the small business community. Participation in the MBA Program plan is elective, however, proposals that demonstrate a strong commitment to affording small, small disadvantaged, and small women-owned business opportunities to compete in the reengineered business environment may receive a more favorable rating for this evaluation factor than those that demonstrate little or no commitment. These opportunities can take the form of providing assistance to make the business a strong competitor for subcontracting opportunities, become a valued supplier, or performing a part of the contract work in conjunction with the prime through a type of teaming arrangement. There is no limit to the type of assistance the prime contractor may provide to achieve its objectives. Successful proposals will be incorporated into the contract and will be monitored during contract performance.

PART 22

DEPARTMENT OF LABOR WAGE DETERMINATION DRMS 52.222-9R01 (DEC 1995)

Wage Determination Number _____ dated _____
is applicable to this contract, and is made a part of the contract
as Attachment number _____.

KEY PERSONNEL REQUIREMENTS DRMS 52.222-9R02 (MAY 1996)

(a) Certain experienced professional personnel are essential for the successful completion of the work to be performed under this contract. These positions are defined as key personnel. The Government considers the following as key personnel:

The contractor agrees such personnel shall not be removed from the performance of this contract or replaced without the prior consent of the Contracting Officer.

(b) If one or more key personnel becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding _____ days; or is expected to devote substantially less direct effort to the work than initially anticipated in the contractor's Management Plan submitted under Provision L._____, the contractor shall immediately notify the Contracting Officer in writing of such conditions and request substitution of key personnel.

(c) All requests for personnel substitution must be in writing. All requests must contain the complete resume of the proposed substitute personnel and any other relevant information requested by the Contracting Officer. The contractor shall replace such personnel with skilled, experienced, and professional substitute personnel of equal or better skill and experience. The Contracting Officer shall evaluate such requests and promptly notify the contractor in writing of his approval or disapproval.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel is not forthcoming, or that the resultant reduction of direct productive effort would be so substantial as to endanger the successful completion of the contract, the Contracting Officer may terminate the contract.

PART 28

CERTIFICATE OF INSURANCE DRMS 52.228-9R01 (DEC 1995)

In accordance with the clause entitled, INSURANCE - WORK ON A GOVERNMENT INSTALLATION, FAR 52.228-5, a certificate of insurance shall be provided to the contracting officer at the address listed in Block 5 of the Standard Form 26, AWARD/CONTRACT within ten days from the date of award.

REQUIRED INSURANCE - PRECIOUS METALS RECOVERY DRMS 52.228-9R02 (DEC 1995)

(a) As provided in the clause entitled GOVERNMENT PROPERTY FAR 52.245-2, the contractor is responsible for any loss or damage to Government Furnished Property/Material (GFP/GFM) furnished to the contractor. Therefore, the contractor shall purchase and maintain, during the contract period "All Risk" insurance in the following amounts:

for the quantities covering GFP/GFM.

(b) Within ten (10) days after the date of award, the contractor must furnish to the contracting officer a copy of the paid-up policy of insurance, or a certificate issued by the insurer, protecting the Government against any loss or damage of GFP/GFM in the amount specified in paragraph (a) above. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed, and in no event less than 30 days after written notice to the contracting officer. Failure of the contractor to furnish a copy of the insurance policy or certificate of insurance will subject the contract to termination pursuant to the clause entitled DEFAULT, FAR 52.249-8 without further notice.

(c) It is understood and agreed that if Government property is lost or damaged prior to being assayed, contractor liability will be determined by the contracting officer based on the Government estimated value of the material as specified in paragraph (a) above.

(d) Insurance must specify it is operative through deposit of refined metals regardless of when release of Government material occurs.

**PERFORMANCE AND PAYMENT BONDS - PRECIOUS METALS RECOVERY
CONTRACTS DRMS 52.228-9R03 (DEC 1995)**

(a) A Performance Bond, Standard Form (SF) 25, and a Payment Bond, SF 25-A, with good and sufficient surety shall be delivered to the contracting officer within ten calendar days after receipt of the final award document by the contractor.

(b) The penal sum of the Performance Bond shall equal one hundred percent (100%) of the contract price. The penal sum of the payment bond shall equal _____ of the contract price.

(c) An irrevocable letter of credit, acceptable to the contracting officer, equal to _____ percent (_____%) of the total estimated contract price may be submitted in lieu of performance and payment bonds. The bonding requirements, in identical percentages as the basic contract period, shall also be applicable during the period of any options, which may be exercised under the contract. Upon exercise of the Option Clause, the contractor shall promptly obtain and provide to the contracting officer the Consent of Surety described in the clause entitled ADDITIONAL BOND SECURITY, FAR 52.228-2.

PART 32

SUBMISSION OF DOCUMENTATION, ACCEPTANCE AND INVOICING DRMS 52.232-9R01 (DEC 1997)

(a) SUBMISSION OF DOCUMENTATION

(1) The contractor shall submit, within the time period prescribed in the clause entitled PERIOD OF PERFORMANCE - HAZARDOUS WASTE DISPOSAL, 52.211-9R06 the following documentation:

(i) a cover letter, original and one copy, signed by a responsible company official certifying that all services rendered were performed in accordance with the terms and conditions of the contract and that reports of analysis have been provided to the Contracting Officer's Representative (COR).

(ii) All Manifest Tracking Logs (DRMS Form 1683), dated and signed by a responsible company official.

(iii) All manifests or bills of lading, original and one copy.

(iv) All Orders for Supplies or Services, DD Form 1155, or any other document which serves as the pick up report, original and one copy.

(v) All certifications of recycling signed by a responsible facility official, original and one copy.

(vi) All waste analysis, waste profile sheets, and land disposal restriction (LDR) forms, if not previously provided to the COR, original and one copy.

(vii) Only items (i) and (iv) are required for Special Requirements CLINS 6600 through 6699.

(2) This documentation will be submitted to:

(i) Defense Reutilization and Marketing Service
ATTN: DRMS-UP_
74 N. Washington Avenue
Battle Creek MI 49017-3092

(ii) Two (2) copies of each Certificate of Recycling must also be provided to the applicable Defense Reutilization and Marketing Office (DRMO)(s).

(b) ACCEPTANCE OF SERVICES

(1) Upon receipt of the documentation discussed above, the services will be inspected, including review of the documentation submitted. The Government inspection period shall not exceed twenty (20) days. The system generated 591 report will be forwarded to the contractor-signifying acceptance of services. A 591 report is considered "issued when the Government deposits it in the mail. Untimely certification will be taken into account in the computation of any interest penalty owed the contractor under the Prompt Payment clause of this contract.

(2) If the Government decides not to accept the services, in whole or in part, because of deficiencies in the service or documentation provided by the Contractor, the Government will issue the Contractor written notification of deficiency within fifteen (15) calendar days after the completion of the inspection period specifying therein all deficiencies present in the documents forwarded. If mailed, a notification is considered "issued" when the Government deposits it in the mail.

(3) Upon subsequent correction of the noted deficiencies and acceptance of services, the Government representative will issue a 591 report for those services.

(c) INVOICING

(1) After receipt of the 591 report, the contractor may submit its invoice for payment for those items accepted. Separate invoices will be submitted for each delivery order issued under the contract. The contractor shall submit the following documentation as a request for payment of the accepted services:

(i) Original and three (3) copies of the invoice (Either the 591 report with company invoice number, remittance address, original signature and date OR original company generated invoice with original 591 attached, accompanied by the same number of copies as specified above).

(ii) The information required by the clause entitled PROMPT PAYMENT, FAR 52.232-25, paragraphs (a)(4)(i) through (viii).

(iii) The contractor shall submit invoices to:

Defense Finance and Accounting Service
Attn.: DFAS-CO-LC
P.O. Box 369016
Columbus OH 43236-9016

(d) PAYMENT FOR DISPOSAL

(1) Full payment of the contract line item price, may be paid in accordance with the Clause entitled PAYMENTS FAR 52.232-1 when the contractor has satisfactorily removed all Contract Line Item Numbers (CLINS) on a delivery order from the Government facilities in accordance with the terms and conditions of this contract and when the Contractor has accomplished the following for a specific line item.

(i) Removed the items from the Government facilities in accordance with the terms and conditions of this contract.

(ii) Properly documented the removal in accordance with the terms and conditions of this contract.

(iii) Documented, to the Government's satisfaction, that the item(s) has been accepted at a facility listed on the contract and/or qualified list where the item(s) will undergo final treatment/disposal. This documentation would normally included a manifest or bill of lading signed by the accepting facility.

INVOICING - PRECIOUS METALS RECOVERY CONTRACTS DRMS 52.232-9R02 (JUN 1996)

(a) The contractor must submit an invoice in quadruplicate along with a copy of the Certificate of Deposit as proof of shipment to the designated billing office. The designated billing office is located at the Defense Finance and Accounting Service in Columbus, Ohio. The appropriate post office box and division will be specified on the award document.

(b) Payment will be based on the net weight processed.

(c) Payment for non-conforming material received at the contractor's facility may be allowed, after verification by the Administrative Contracting Officer and authorization by the Contracting Officer.

(d) The Contracting Officer will not authorize payment until the precious metals due the Government have been deposited and accepted into the Government account. In cases of an umpire assay, payment will be made on the lots/delivery orders under umpire, after settlement of the umpire and deposit of any precious metals due to the Government.

(e) All payments will be made in accordance with the clause entitled, PROMPT PAYMENT FAR 52.232-25.

**PARTIAL PAYMENTS UPON FINAL DISPOSAL DRMS 52.232-9R03
(FEB 1998)**

(a) Partial payments will be effected in accordance with the Clause entitled Payments FAR 52.232-1, when the contractor has satisfactorily completed the following services on a delivery order.

(1) Removed all contract line item numbers (CLINS) on a delivery order from Government facilities in accordance with the terms and conditions of this contract and

(2) Documented in accordance with the terms and conditions of this contract, final disposal of the hazardous wastes for which partial payment is requested.

(b) No partial payment will be effected under this clause except as provided for in paragraph (a) above, unless the Contracting Officer determines that the failure to remove all CLINS on a delivery order arose out of causes beyond the control and without the fault or negligence of the contractor. In such event the Contracting Officer may authorize partial payments for hazardous wastes where final disposal has been documented, notwithstanding the contractor's failure to remove all CLINS covered by such delivery order.

**PARTIAL PAYMENTS - HAZARDOUS WASTE DISPOSAL CONTRACTS DRMS
52.232-9R05 (JUN 1996)**

(a) Partial payments, defined as seventy five percent (75%) of the contract line item price may be paid in accordance with the clause entitled PAYMENTS, FAR 52.232-1, when the contractor has satisfactorily removed all contract line item numbers (CLINS) on a task order from Government facilities in accordance with the terms and conditions of this contract, and accomplished the following:

(1) Removed the items from the Government facilities in accordance with the terms and conditions of the contract.

(2) Properly documented the removal in accordance with the terms and conditions of the contract.

(3) Documented to the Contracting Officer's satisfaction that the item(s) has been accepted at the TSDF (approved for use under this contract) where the item(s) will undergo final treatment and disposal. This documentation would normally include a manifest signed by the accepting TSDF.

(4) Only one (1) partial payment request may be submitted per delivery order prior to final disposal.

(b) SUBMISSION OF DOCUMENTATION

(1) The contractor shall submit the following documentation to the contracting officer to support partial payments under this clause.

(i) A cover letter, original and one (1) copy, signed by a responsible company official certifying that all services rendered were performed in accordance with the terms and conditions of the contract.

(ii) DD Form 1155, Order for Supplies or Services, annotate to show only those line items submitted for acceptance and partial payment, original and four (4) copies.

(iii) All cognizant manifests or bills of lading, original and one (1) copy.

(iv) All DD Form 1155, Orders for Supplies or Services or all Pickup Reports, as applicable, original and one (1) copy.

(c) ACCEPTANCE OF SERVICE AND INVOICING for partial payments shall be as specified in the clause entitled, SUBMISSION OF DOCUMENTATION, ACCEPTANCE, AND INVOICING.

(d) The remaining item(s) shall be invoiced at the time of final disposal, see PARTIAL PAYMENTS UPON FINAL DISPOSAL.

INVOICING AND PAYMENT - SERVICE 52.232-9R06 (JAN 1998)

(a) Invoices shall be submitted after delivery of services, and shall state the contract number, task order number, contract line item number, quantity and total charged.

(b) The contractor will be paid upon submission of a proper invoice for services delivered and accepted. Invoices must be submitted in quadruplicate to Defense Reutilization and Marketing Service, Attn: DRMS-UPO, 74 Washington Avenue, N., Battle Creek, MI 49017-3092 for certification. The invoice will be certified and forwarded to the designated billing office identified in block _____ for payment.

PART 33

ALTERNATE PROTEST PROCEDURES DRMS 52.233-9R01 (JAN 1997)

(a) In accordance with DLAD 4105.1, Subpart 33.103(c), Offerors may submit protests to the Defense Reutilization and Marketing Service, to the contracting officer, or may elect to use the alternative protest procedure, which assures the protest will be reviewed at a level above the contracting officer.

(b) Offerors who elect to submit protests to the contracting officer shall submit their protests to the contracting officer at the address listed in this solicitation.

(c) Offerors who elect to utilize the alternate procedure shall submit their protest to the following address: Defense Reutilization and Marketing Office, Attn.: _____, 74 N. Washington Avenue, Battle Creek MI 49017-3092.

PART 42

CONTRACT ADMINISTRATION OFFICE (CAO) DRMS 52.242-9R01 (JUN 1996)

The contract administration office will be the office cited in Block 7, Solicitation, Offer and Award unless otherwise designated at the time of award.

ADMINISTRATIVE CONTRACTING OFFICER (ACO) FUNCTIONS - PRECIOUS METALS RECOVERY CONTRACTS DRMS 52.242-9R02 (DEC 1995)

(a) The Government will appoint an Administrative Contracting Officer (ACO) to administer this contract. The name of the ACO will be provided to the contractor at the post award orientation conference. The ACO, the ACO designee, or other authorized Government representative has every right to monitor the contractor during the performance of this contract.

(b) This monitoring includes, but is not limited to, inspection of the facilities as well as the following recommended areas:

- o Certify receipt of property as to gross weight of each pallet and pallet count
- o Certify truck and trailer license and identification numbers
- o Verify material loading for recovery process start up cycle
- o Monitor the recovery cycle
- o Verify weighing and removal of any dried or in-process material prior to final furnace reduction to the homogeneous state for assay
- o Witness the net weighing of GFM/GFP for contractor payment
- o Take custody of Government samples
- o Monitor contractor performance
- o Verify and ensure safety and security of the area in which property is stored
- o Verify security and integrity of poured bars assayed material until the CO authorizes release
- o Place any seals necessary
- o Any other duties necessary to verify the audit trail and accountability of the Government material during the processing cycle.

REMITTANCE ADDRESS DRMS 52.242-9R03 (DEC 1995)

Contractors are requested to provide their remittance mailing address below:

PART 44

USE OF TSDFS AND TRANSPORTERS DRMS 52.244-9R01 (FEB 1998)

(a) The contractor shall use only the transporters and treatment, storage and recycling, and disposal facilities (TSDFS) from the Qualified Facilities List and Qualified Transporters List. These lists are located on the World Wide Web at either <http://www.drms.dla.mil> or <http://www.drms.dla.mil/environmental/envIRON.html>. Contractors who do not have access to the World Wide Web may request a copy of the above lists from the contracting officer. See the clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 for information on how the contractor may request that a transporter or TSDF be added to the qualified lists.

(b) DRMS has reviewed these TSDFs and transporters in the past and has no reason to believe that they do not meet the standards included herein. Inclusion of TSDFs and transporter on the Qualified List does not constitute a determination of the acceptability of these TSDFs and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by this RFP with the firms listed on the World Wide Web, and to propose additions firms under the clause entitled ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 to perform the work required if the firms on the qualified lists cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in performance of the contract resulting from this solicitation.

(c) At any time during the period of this contract, the Government may remove a TSDF from the Qualified Facilities List located on the World Wide Web if any of the following apply:

(1) The TSDF is currently closed.

(2) The TSDF is identified as a significant noncomplier (exhibiting RCRA Class I violations for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.

(3) The TSDF has been cited via an administrative order or judicial action, and the TSDF has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.

(4) The TSDF has exhibited a history of noncompliance (including, but not limited to RCRA Class I and II violations, OSHA violations, state and local violations, and DoT violations) or exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations may be considered as a lack of "good faith".

(5) The TSDF has been identified as having groundwater contamination or is not acceptable under the state's groundwater anti-degradation policy.

(6) The TSDF is not permitted to and/or is not capable of handling the property proposed.

(7) The TSDF received a negative recommendation as a result of a DRMS inspection visit during the preceding 12 months without substantive evidence of corrected deficiencies.

(8) The TSDF stores/treats the waste, then ships out the regulated DRMS hazardous waste to a TSDF excluded under the requirements of this paragraph (c).

(9) The TSDF's financial assurance is not sufficient to protect the Government's long term interest.

(10) Facilities that are unable to track property from entry to exit.

(11) The TSDF manages property in a manner that causes the generator of the manifest to file exception reports in accordance with 40 CFR 262.42(a)(2), or a state equivalent.

(d) At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

(1) The transporter does not have the appropriate Federal/state/local permits to transport property under this contract (hazardous or nonhazardous).

(2) Transporter has not provided documentation of at least a "satisfactory" rating from DoT Office of Motor Carriers (OMC) or the California Highway Patrol. Should conflicting ratings be assigned, the most recent inspection will take precedence. Transporters used outside the 50 contiguous states are not required to provide an OMC satisfactory rating. All other requirements cited are applicable.

(3) The transporter has exhibited a history of noncompliance (including RCRA, DoT, OSHA, and state and local regulations governing hazardous material hauling and motor carrier/marine safety).

(4) The transporter has been cited via an administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

(e) Transporters or TSDFs may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors that currently hold DRMS contracts, via letter or facsimile, when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters List prior to any actual use under the contract. Facilities or transporters appearing on a qualified list the day a delivery order is issued are in effect for the duration that delivery order is open.

(f) The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DRMS.

PART 46

PACKAGING, MARKING AND LABELING - HAZARDOUS PROPERTY DRMS 52.246-9R01 (DEC 1995)

(a) The contractor shall package, mark, label and placard all items in such a manner that all applicable Federal, state, and local EPA and DoT regulations are met. Packaging, shipping names, marking, labeling, placarding, etc., under the terms of this contract will be in accordance with 49 CFR, exclusive of Performance Oriented Packaging (POP) Standards (HM181) until these standards become mandatory. If items must be packaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container and for packaging in a manner that complies with all applicable Federal, state, and local EPA and DoT regulations (49 CFR). The contractor shall provide and affix the appropriate placards to each vehicle prior to leaving Government premises.

(b) If the contractor elects to package compatible items in the same container, the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and materials will not be included in the total weight calculations for payment purposes.

(c) The contractor shall not package RCRA or state regulated waste (CLINS 9101 through 9899) together with non-regulated waste (CLINS 9901 through 9999)

GOVERNMENT INSPECTION -HAZARDOUS WASTE DISPOSALONTRACTS DRMS 52.246-R03 (DEC 1995)

(a) All services will, at all times, be subject to inspection by the contracting officer or his authorized representative. The Government has the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any government entity or agency to the contractor or subcontractors that are applicable to the performance of services under this contract. The Government has the right to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor, and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors during the performance of this contract.

(b) The Government will be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections does not relieve the contractor of this responsibility. Neither Government failure to make such inspections, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that each subcontractor under this contract affords the Government the inspection rights described herein.

**INSPECTION AND ACCEPTANCE SERVICES DRMS 52.246-9R04
(DEC 1995)**

(a) Inspection and acceptance will be at destination. The performance by the contractor and the contractor's quality of work delivery, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspection, surveillance, and review for acceptance by the Contracting Officer or his authorized representative (See clause entitled INSPECTION OF SERVICES FAR 52.246-4).

(b) The Contracting Officer will exercise the responsibilities of inspection through the Contracting Officer's Representative (COR) to insure the standards set forth herein are met. The contractor shall be charged with day-to-day responsibility for continuous quality of performance.

**USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES
DRMS 52.246-9R05 (DEC 1995)**

(a) The Government reserves the right to utilize the services of commercial concerns to perform, or assist in the performance of inspections or tests of contractor and subcontractor services as provided in the clause entitled INSPECTION OF SERVICES FAR 52.246-4. Such inspections and tests may include, but will not be limited to: the manner of contractor or subcontractor handling, packaging, loading, transportation, storage or disposition of hazardous waste under the contract; inspection of manifests, certificates of disposal, and other records and documentation required of the contractor in performing the contract.

(b) Duly authorized commercial concerns will present a letter of authorization identifying themselves as a representative of the Government prior to inspection or testing. Such inspections and tests will be performed in a manner that will not unduly interfere with contract performance.

(c) These commercial concerns are independent contractors with limited grants of authority. They may not modify or interpret contracts or otherwise act on behalf of the Government except as provided in this clause. The Government assumes no liability or responsibility for any actions of the commercial concerns or their employees, agents or representatives.

CONTRACTOR QUALITY CONTROL DRMS 52.246-9R06 (DEC 1995)

(a) In accordance with the clause entitled INSPECTION OF SERVICES FAR 52.246-4, the contractor must establish and maintain an effective quality control program designed to provide assurance that all contract requirements, whether performed by the contractor or by subcontractors, are being accomplished in an acceptable manner.

(b) A general description of the contractor's quality control program must be available for Government review before award of the contract. Three copies of the complete quality control program must be provided to the administrative contracting officer (ACO) within 15 days after the date of award. The program will be subject to disapproval in whole or in part, upon initial review, and at any time during the life of the contract, if the Contracting Officer determines that it does not accomplish its objectives. The program must include:

(1) A quality control inspection system covering all contract services. It must specify areas to be inspected on either a scheduled or unscheduled basis and how inspections are to be conducted.

(2) The names and qualifications of the individual(s) tasked with performing the quality control inspections, and the extent of their authority.

(3) A method for prompt detection of any condition which fails to conform to contract requirements, and corrective action procedures which shall include procedures for correcting the deficiency and necessary measures to prevent recurrence of similar deficiencies.

(c) The contractor must maintain a file, through the life of this contract, of all quality control inspections, inspection results, corrective actions required, and corrective actions taken. This file will be the property of the Government, and must be made available to the Contracting Officer during regular business hours. The file will be delivered to the Contracting Officer within 30 days after completion or termination of the contract.

CONTRACTOR REPRESENTATIVE DRMS 52.246-9R07 (DEC 1995)

(a) The contractor shall provide, in the space below, the name and telephone number of at least one responsible individual who will serve to respond to operational problems and emergencies on a twenty-four hour basis.

(b) The contractor agrees that notice to the contractor representative(s) listed constitutes notice to the contractor, and agrees to be bound by any commitments or representations made by this representative.

NAME_____

TITLE_____

PHONE NUMBER_____

24 HOUR EMERGENCY NUMBER_____

EPA IDENTIFICATION NUMBER DRMS 52.246-9R08 (DEC 1995)

The contractor shall provide, in the space provided, the contractor's EPA Identification Number as received from the U.S. Environmental Protection Agency in acknowledgment of filing a Hazardous Waste Notification.

EPA IDENTIFICATION NUMBER_____

The Government may use the services of a CSF in the administration of this contract. The CSF is not authorized to make any binding commitments on behalf of the Government or to issue any directions or instructions to the recovery contractor with respect to the performance of the recovery contract. The CSF is an independent contractor and is not an authorized agent of the Government. The CSF is not authorized to amend, modify or interpret the recovery contract on behalf of the Government. The Government assumes no liability or responsibility for any actions or inactions of the CSF or its employees. Further, the Government assumes no liability for any injury to recovery contractor personnel or damage to recovery contractor property, whether directly or indirectly covered by or resulting from any action or inaction of the CSF or its personnel.

PART 52

INCORPORATION OF CLAUSES/OR PROVISIONS BY REFERENCE DRMS 52.252-9R01 (DEC 1995)

The following clauses/provisions are hereby incorporated by reference (See the clause entitled CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 and the provision entitled PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1).